FOR COUNTY USE ONLY

	New		Ve	ndor Cod	le	SC	Dept.	Α	Contract	Number
SAN BERNARDING		inge	TRA	CERE	615			, `	04-	
	County I	ocel Department				Dept.	Org	ın.	Contractor's	License No.
	-	Special Districts Dept					N/			
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County of San Bernardino	-		Contract	Kepreseri		760-95		5	Not to excee	
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STANDARD CONTRACT					• • • •				determine district spec	cific needs .
	C	ommodity Co	ode		t Start Date				_	Amendment Amount
		91800		June	1, 2004	May 3	1, 200		\$300,000.	
	Fund	Dept.	Organ	ization	Appr.	Obj/Re	v Sour	се	GRC/PROJ/JOB No.	Amount
	SKV	105	200	i	200	244	5			\$300,000.
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	Prepai	re & Maintai	n Regulato	ory	03/04	5	0,000.			
	Compl	iance For C	alARP, Cl	JPA,	04/05	10	00,000.			
	OSHA	, RMP, & PS	SM.		05/06	10	00,000.			
	Contra	act Type 2(b)		06/07	5	0,000.			
Address 970 Los Vallecitos Bouleval	d, Suite		63, 1116.		nereina 	inter car	ied <u>C</u>	ON	SULTANT(S)	
San Marcos, California 920 Telephone	69 Fede	ral ID No. or	Social Sec	urity No.	-					
(760) 744-9611	. 000	33-07096		unity 110.						
IS HEREBY AGREED AS (Use space below and additional be completion, determination of satisfact addenda, if any.)	ond sheets	s. Set forth	d cause fo		ation, other					
The complete contract inclu	des all d	of the Co	ntract D	ocume	ents, to wi	t:				
A. Request for	Proposa	al dated F	ebruar	y 24, 20	004.					
B. Bidder's prop	oosal da	ated Marc	h 26, 2	004.						
C. Addendum N	No. 1 da	ited Marc	h 2, 200	04.						
D. Addendum N	No. 2 da	ited Marc	h 15, 20	004.						
E. Certified cop	y of the	Record	of Actio	n of the	e Board o	f Supe	rviso	rs,	County of San B	ernardino and
they are incl	uded in	their enti	rety as a	a part c	of this Co	ntract a	and by	y re	ference thereto.	
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Date										

SECTION II.

The Consultant agrees to perform certain on-call work set forth in Section III and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of:

SECTION III.

SCOPE OF SERVICES TO BE PERFORMED:

A. The CONSULTANT(S) will be required to perform the services specifically including, but not limited to, those listed below. These services may be required in any or all of the County Service Areas (CSA) and Districts listed in Attachment A, Index Of County Service Areas:

Preparation of hazardous materials business plans (HMBPs) and preparation/filing of annual updates.

Preparation of California Accidental Release Prevention (CalARP) Programs for subject sites.

Preparation of Federal RMP/OSHA PSM/CalArp Program updates.

Development of Standard Operating Procedures (SOPs) and policies.

Ensuring that all air permits are current and up-to-date and that all permissible devices have been permitted.

Development of a hazardous material and hazardous waste management system.

Management of Material Safety Data Sheets (MSDSs)

Ensuring that the most up-to-date MSDSs are at each site.

Performance of site security and vulnerability analyses (SVAs) and filing required reports with the appropriate Federal, State or Local Governmental Agencies.

Development of Storm Water Pollution Prevention Plans.

Development of Storm Water Monitoring Plans.

Conduct periodic CUPA type environmental compliance audits.

Conduct periodic environmental compliance audits.

Conduct periodic OSHA compliance audits.

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Development of OSHA Hazard Communication Program and OSHA HazCom Training. HMBP Training.

CalARP Program management and training.

Training in SOPs and policies developed.

Assistance in implementing SOPs and policies developed.

Training in the hazardous material and hazardous waste management system.

Training in the Storm Water Pollution Prevention Plans and Storm Water Monitoring Plans.

- **B.** The CONSULTANT(S) must supply the County with an Emergency Notification Plan that includes any emergency call out telephone numbers with an emergency on site response time of two (2) hours.
- C. EMPLOYEES CONSULTANT(S) employees shall be trained in their assigned tasks, and be able to analyze and resolve issues on site and in a safe manner. CONSULTANT(S) employees must work and wear protective safety equipment according to CAL-OSHA standards. CONSULTANT(S) must submit CONSULTANT(S) assigned employees' names and driver license numbers to the Water and Sanitation Division.
- D. SUPERVISION CONSULTANT(S) supervisory personnel shall regularly inspect the premises and the work done by CONSULTANT(S) personnel, and shall exercise complete authority over all such employees. The CONSULTANT(S) shall immediately remove any employee whose conduct or workmanship is unsatisfactory to the County.
- **E. LAWS and REGULATIONS** CONSULTANT(S) shall be responsible for complying with all applicable Federal and State statutes, codes and regulations, County Rules and Regulations including CAL-OSHA, for all work including required REPAIRS, MONITORING, TESTING, TRAINING, RECORD KEEPING, and REPORTING.
- **F. EQUIPMENT -** All equipment shall be of good commercial quality and meet with CAL-OSHA safety requirements, and shall be subject to the approval of the County. County may inspect all supplies and equipment furnished by the CONSULTANT(S) and require inferior supplies be replaced to the satisfaction of the County. All CONSULTANT(S) equipment and tools stored on site are to be clearly identified as CONSULTANT(S) owned equipment.

SECTION IV.

CONSULTANT(S) FEE AND COMPENSATION.

A The County agrees to pay the CONSULTANT based on the fee schedule submitted with CONSULTANT(S) proposal, made a part of this Agreement as Attachment C, and actual work performed as approved by the County. Total Agreement amount shall not exceed Three Hundred Thousand Dollars, and shall not exceed fiscal year amounts as stated in Page 1 of this Agreement.

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- **B.** The County shall compensate the CONSULTANT on CONSULTANT's invoices submitted not more frequently than monthly, and as approved by the County. CONSULTANT shall identify CONSULTANT'S invoices by the work order number assigned for that work being invoiced.
- **C.** Any single invoice shall not exceed twenty five percent (25%) of the total value of this agreement.
- **D.** If the County terminates this Agreement at any time prior to the completion of any work order the CONSULTANT'S fee will be determined based on the amount of services performed and billed.
- **E.** If the scope of work and services in this Agreement are revised the CONSULTANT'S fee for that change in scope may be revised by negotiation between the County and the CONSULTANT.
- **F.** The CONSULTANT acknowledges that under this Agreement no work is implied or guaranteed.
- **G.** CONSULTANT agrees to guarantee CONSULTANT'S fees as submitted in the fee schedule, Attachment C, for the term of this Agreement. Periodic fee adjustments may be approved by amendment to this Agreement if based upon and verified through a bona fide cost index, such as the Consumer Price Index. If Labor or Union wage rates are established and increased through collective bargaining, then those increases may be included. CONSULTANT shall supply all documentation and requests in writing, and allow at least 30 days for County to review such increases. Board approval is required for all amendments to service agreements.

SECTION V.

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

The CONSULTANT(S) agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONTRACTOR(S) acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

B. Insurance Coverage

Without in any way affecting the indemnity herein provided and in addition thereto, the CONSULTANT(S) shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- Workers' Compensation A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the CONSULTANT(S) and all risks to such persons under this Agreement.
 - a. If CONSULTANT(S) has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

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- b. With respect to CONSULTANT(S) that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.
- 2. <u>Comprehensive General and Automobile Liability Insurance</u> This coverage to include contractual coverage and automobile lability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- 3. <u>Errors and Omission Liability Insurance</u> Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; **OR**,
- 4. <u>Professional Liability</u> Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

C. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the <u>County Of San Bernardino and its officers</u>, <u>employees</u>, <u>agents and volunteers</u>, and all <u>County Board Governed Districts</u> as additional named insured with respect to liabilities arising out of the performance of services hereunder.

D. Waiver of Subrogation Rights

The CONSULTANT(S) shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, vendors, and subcontractor.

E. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

F. Proof of Coverage

The CONSULTANT(S) shall immediately furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. CONSULTANT(S) shall maintain such insurance from the time CONSULTANT(S) commences performance of services hereunder until the completion of such services. Within sixty-(60) days of the commencement of this Agreement, the CONSULTANT(S) shall furnish certified copies of the policies and all endorsements.

G. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is

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unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage lmits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONSULTANT(S) agrees to execute any such amendment within thirty- (30) days of receipt.

SECTION VI.

ADDITIONAL TERMS AND CONDITIONS

A. Representation of the County

In the performance of the Agreement, CONSULTANT(S), its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

B. CONSULTANT(S) Primary Contact

The CONSULTANT(S) will designate an individual to serve as the primary point of contact for the Agreement. CONSULTANT(S) or designee must respond to County inquiries within two- (2) business days. CONSULTANT(S) shall not change the primary contact without written notice to and acknowledgement by the County.

C. Subcontracting

CONSULTANT(S) agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining the prior written approval from the County. Any subcontractor shall be subject to the same terms and conditions as applicable to CONSULTANT(S). CONSULTANT(S) shall be fully responsible for the work performed by any subcontractor and for payments to said subcontractor.

D. Agreement Assign ability

Without the prior written consent of the County, the Agreement is not assignable by CONSULTANT(S) either in whole or in part.

E. Agreement Amendments

CONSULTANT(S) agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement, shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

F. Licenses and Permits

CONSULTANT(S) shall ensure that it has all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules and regulations. CONSULTANT(S) shall maintain these licenses and permits in effect for the duration of this Agreement. CONSULTANT(S) will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of this Agreement.

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G. Labor Laws

CONSULTANT(S) shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices, minimum wages, travel and subsistence pay, retention and inspection of payroll records, workers compensation, and payment of wages. CONSULTANT(S) shall forfeit to the County the penalties prescribed in the Labor Code for violations.

H. Conflict of Interest

CONSULTANT(S) shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the CONSULTANT(S) or officer or employee of the CONSULTANT(S).

a. Contractor agrees to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent the Contractor. The information provided should include a list of former county administrative officials who terminated their county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Employee Classification Group, Management Unit or Safety Management Unit.

I. Improper Consideration

CONSULTANT(S) shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Agreement.

- a. The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.
- b. CONSULTANT(S) shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONSULTANT(S). The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

J. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Agreement, the County determines that CONSULTANT(S) has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the CONSULTANT(S) may be

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terminated from the RFP process or in the event a Agreement has been awarded, the Agreement may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

K. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Agreement or CONTRACTOR(S) relationship with County may be made or used without prior written approval of the County.

L. Right to Monitor and Audit

The County, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of CONSULTANT(S) in the delivery of services provided under this Agreement. CONSULTANT(S) shall give full cooperation in any auditing or monitoring conducted. CONSULTANT(S) shall cooperate with the County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by the County. In the event the County determines that CONSULTANT(S) performance of its duties or other terms of this Agreement are deficient in any manner, County will notify CONSULTANT(S) of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. CONSULTANT(S) shall remedy any deficiency within forty-eight (48) hours of such notification, or County at its option, may terminate this Agreement immediately upon written notice, or remedy any deficiency and off set the cost thereof from any amounts due the CONSULTANT(S) under this Agreement or otherwise.

M. Availability of Records

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

N. Start To Work

The CONSULTANT(S) shall commence the work required by a valid work order under this Agreement within ten (10) days of the date specified in the Notice to Proceed from the County to proceed with the work and shall complete it as mutually agreed upon by the CONSULTANT and the County. Only those County personnel listed in Attachment B, Authorized District Personnel List, can authorize and issue work orders. Work orders issued by any other personnel are invalid, and will not be paid.

O. State Labor Codes

The CONSULTANT(S) hereby agrees to comply with the State Labor Code and acknowledges that, in accordance with Section 3700 of the State Labor Code, CONSULTANT(S) will be required to secure the payment of compensation to CONSULTANT(S) employees. The CONSULTANT(S) acknowledges that CONSULTANT(S) will be held responsible for compliance with the provisions of Sections 1777.5 and 1776 of the State Labor Code.

P. Executive Orders

CONSULTANT(S) agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice

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Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

Q. Attorney Fees And Costs

If any legal action is instituted to enforce or declare any party's rights hereunder, each party including the prevailing party, must bear its own costs and attorney's fees. This paragraph shall not apply to those costs and attorney's fees arising directly from any third party legal action against a party hereto and payable under Article V, Indemnification.

R. Jury Trial Waiver

Contractor and District hereby waive their respective right to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against District, or District against Contractor, on any matter whatsoever arising out of, or in anyway connected with, this Agreement, the relationship of Contractor and District, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect after those procedures provided for in the Public Contract Code Sections 20104, 20104.2 and 20104.4 have been exhausted.

S. Substitution Of Subcontractors

The CONSULTANT(S) hereby agrees to reimburse the County for costs incurred by the awarding authority in the substitution of subcontractors. Where a hearing held pursuant to the provisions of Chapter 4 of the Public Contract Code (commencing with Section 4100) by the awarding authority or a duly appointed hearing officer, the Clerk of the Board Of Supervisors shall prepare and certify a statement of all costs incurred by the County for investigation and conduct of the hearing, including the costs of any hearing officer and shorthand reporter appointed. The statement shall then be sent to the general CONSULTANT(S) who shall reimburse the County for such costs. If not paid separately such reimbursement may be deducted from any money due and owing to the general CONSULTANT(S) prior to acceptance of the project.

Failure of CONSULTANT(S) to comply with or maintain compliance with any provisions of this Agreement shall constitute a default by CONSULTANT(S) under this Agreement. Without limiting the rights and remedies available to County under law or under any other provision of this Agreement, failure to cure such default within thirty (30) days of notice by County shall entitle County to terminate this Agreement.

This contract is delivered by	, Contractor, to District for acceptance by its Governing Board at
San Bernardino, California, and is deemed to have	e been entered into at San Bernardino.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino, acting as the governing board of the District, has caused this Contract to be subscribed by its duly authorized officers, in its behalf, and the said party of the second part has signed this Contract.

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COUNTY:		CONSUL	CONSULTANT:			
>		<u> </u>				
Dennis Hansberger, Chairman	n, Board of Supervisors		(Authorized signature - sign in blue ink)			
Dated:		Name:	Print or type name of person signing contract)			
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD			(Print or Type)			
Clerk of the Board of Supervisors of the County of San Bernardino.		Dated:				
By:	Deputy	Address:				
Approved as to Legal Form	Reviewed for Contra	act Compliance	Reviewed for Processing			
•	_					
County Counsel	Designee		Agency Administrator			
Date	Date		Date			

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Attachment A-Index Of County Service Areas (CSA)

The following CSA's are included in the Scope Of Work for this proposal and project:

Index of County Service Areas (CSA):

WATER DISTRICTS

CSA 70C: Helendale/Silver Lakes (Mojave Desert)

CSA 70L: Phelan/Pinon Hills (Mojave Desert)

CSA 64: Spring Valley Lake/Hesperia (Mojave Desert)

CSA 42: Oro Grande (Mojave Desert)

CSA 70J: Oak Hills (Mojave Desert)

CSA 70W1: Landers (Mojave Desert)

CSA 70W3: Hacienda Heights (Mojave Desert - Yucca Valley region)

CSA 70W4: Pioneertown (Mojave Desert -Yucca Valley region)

CSA 70F: Morongo Valley

WASTEWATER DISTRICTS:

CSA 82: Searles Valley (Mojave Desert – Trona Area)

CSA 64: Spring Valley Lake/Hesperia (Mojave Desert)

CSA 70SP2: Southwest Hesperia (Mojave Desert)

CSA 70B: Helendale/Silver Lakes (Mojave Desert)

CSA 70S3: Lytle Creek (Cajon Pass)

CSA 79: Green Valley Lake (San Bernardino Mountains)

CSA 53B: Fawnskin (San Bernardino Mountains – Big Bear area)

CSD: Crestline Sanitation District (San Bernardino Mountains)

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Attachment B- Authorized District Personnel List

The following named individuals shall be responsible for authorizations to work orders for all the Water and Sanitation Districts named.

ALL DISTRICTS

157 W. 5th St., Second Floor San Bernardino CA. 92415-0450 (909) 387-5940 (909) 387-5968 Fax Thomas Sutton, Water & Sanitation General Manager

Lisa Manning, Water & Sanitation Division Chief Jim Oravets, Division Operations Engineer

CRESTLINE SANITATION DISTRICT

24516 Lake Drive Crestline, CA 92325 (909) 338-1751 (909) 338-5306 Fax Kathy Whalen, District Manager

Mark Pattison, Chief Plant Operator

Joel Stribling, Service Representative

SPECIFIC DISTRICTS: (CSA 42, 53B, 64, 70, 79, and 82 and all their Improvement Zones)

P.O. Box 5004 12402 Industrial Blvd. Bldg. D, Ste 6 Victorville, CA. 92392-5004 (760) 955-9885 (760) 955-9685 Fax Jim Payfer, Maintenance Supervisor
Mark Pattison, Chief Plant Operator
Bill Stone, Water Operations Manager
Dave Cloutman, Assistant Water Operations Manager
Clint Goodwin, Maintenance Worker III
Steve Samaras, Maintenance Worker III
Steve Clark, Maintenance Worker III
Joe Mathien, Water Quality Technician

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